

Delivery Provider Terms of Service

Work Order

This Work Order (this "Work Order") is effective as of March 16, 2015 ("Work Order Agreement Date"), and is made a part of the Delivery Provider Terms of Service (as the same may be amended, modified or supplemented from time to time, the "Terms") between Amazon Logistics, Inc. ("Amazon"), and you or the entity that you represent. By accepting this Work Order, you (a) on behalf of yourself and the entity that you represent, agree to be bound by all terms and conditions of this Work Order, and (b) represent and warrant that you have legal authority to bind the entity that you represent to this Work Order. This Work Order incorporates the terms and conditions of each Schedule attached to this Work Order (including the policies set forth on Schedule A to this Work Order (the "Policies")). Please see the Terms for definitions of certain capitalized terms used in this Work Order.

1. **Services.** Services under this Work Order will commence on the Work Order Agreement Date, and this Work Order will be subject to the same termination rights set forth in the Terms. Deliverables may be tendered by Amazon or its designees from delivery stations, sort centers, fulfillment centers, and/or other distribution points (including merchant locations) (collectively, the "Distribution Points") and accepted by you Monday through Sunday, 365 days a year, at times and days designated by Amazon. The initial Distribution Points at which Deliverables will be tendered are set forth on Schedule B to this Work Order. Amazon and you may from time to time and at any time update the Distribution Points set forth on Schedule B to this Work Order. Deliveries of Deliverables are to be made on the same day they are tendered to you and within the delivery time window specified by Amazon. You will perform the Services in accordance with the Policies and with any standard operating procedures (including those relating to check-in and loading of Deliverables at Distribution Points and the delivery of Deliverables to Amazon customers) that are agreed between Amazon and you from time to time.

2. **Service Areas.** Deliverables will be delivered within the geographic areas serviced by the Distribution Points set forth on Schedule B to this Work Order, as updated from time to time by Amazon and you.

3. **Performance Standards.** You will perform the Services under this Work Order in accordance with the performance standards set forth on Schedule C to this Work Order.

4. **Fees Payable by Amazon.** The following are the rates and charges to be charged to and paid by Amazon in consideration of the Services furnished by you:

a. The Fees for Services set forth on Schedule D to this Work Order.

b. The Uniform and Vehicle Brand Promotion Fee set forth on Schedule D to this Work Order. In consideration of accepting this fee, you agree that (i) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time, and (ii) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule F to this

Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.

5. **Insurance.** You will, at all times during which you provide the Services and for at least two years after all Services are completed, carry, at your expense: (a) "Commercial General Liability" insurance with limits of not less than \$5,000,000 per occurrence and in the general aggregate (or such other amount approved by Amazon in writing); (b) "Business Automobile Liability" insurance (also known as 'motor fleet' insurance) with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage combined (or such other amount approved by Amazon in writing); (c) "Worker's Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar Laws that may accrue in favor of any person employed by you in all states where you perform Services, and "Employer's Liability" insurance with a limit of not less than \$1,000,000 (or such other amount approved by Amazon in writing); and (d) "Cargo Legal Liability" insurance, or similar coverage, with limits sufficient to cover your liability under Section 6 (Claims for Loss or Damage) of the Terms, but in no event less than \$25,000 per loss (or such other amount approved by Amazon in writing). You may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that results in the same protection to you and Amazon insured parties. You may self-insure for workers' compensation where allowed by applicable Law. Each of your insurance policies must: (u) be issued by companies with a rating of A-/VII or better in the current Best's Insurance Reports published by A.M. Best Company, Inc.; (v) provide that the coverage limits will not be reduced below the minimum amounts required by this paragraph and such policy will not be canceled or allowed to expire without at least 30 days' prior written notice from the insurance carrier to Amazon; (w) for (a) and (b) above, name Amazon and its Affiliates, and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents as additional insureds with the standard separation of insureds provision or an endorsement for cross-liability coverage; (x) provide coverage on an occurrence basis; (y) waive any insurer right of subrogation against Amazon and its Affiliates and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents, where allowed by applicable Law; and (z) provide primary coverage, without any right of contribution from any other insurance that Amazon or any of its Affiliates may have.

6. **Audit Rights.** Upon 72 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, review your records relating to the Terms, the Program Policies, this Work Order or your performance of the Services under this Work Order. Upon 24 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, perform an on-site visit of your delivery operations or conduct "ride-along" observations of your Personnel performing the Services (each, a "Ride-Along Observation"); provided, that, without your consent, (a) during the first week of providing the Services under this Work Order, Amazon will conduct no more than one Ride-Along Observation per day, and (b) after the first week of providing the Services under this Work Order, Amazon will conduct no more than four Ride-Along Observations per month. If any review establishes that there has been any noncompliance by you or overpayment by Amazon, you will promptly cure the non-compliance and/or refund the overpayment, as applicable, and

will bear all expenses in connection with the review, all without limiting any other rights or remedies that may be available to Amazon. Also, upon 24 hours' advance written notice, Amazon may, during normal business hours and at the expense of Amazon, inspect any of the processes, procedures, or systems related to your delivery operations.

7. **Personnel Performing Services.** You agree that you and all of your Personnel that perform the Services will satisfy the criteria set forth in the Policies and on Schedule G to this Work Order.

8. **Notices to Amazon.** Notices to Amazon under this Work Order or the Terms may be provided by (a) facsimile transmission to 206-266-2009, or (B) nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to Amazon Logistics, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, Attention: General Counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Work Order.

Amazon Logistics, Inc.

Vertical Holdings Unlimited, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Schedule A

Policies

Your Personnel; No Subcontractors.

You will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order. You will not engage subcontractors to perform the Services without the prior written consent of Amazon.

Schedule B

Distribution Points



Schedule C

Performance Standards

<u>Category</u>	<u>Performance Metric</u>	<u>Measurement Definition</u>	<u>Minimum Service Level</u>
Customer Experience	[REDACTED]	[REDACTED]	[REDACTED]
Customer Experience	[REDACTED]	[REDACTED]	[REDACTED]
Customer Experience	[REDACTED]	[REDACTED]	[REDACTED]
Quality	[REDACTED]	[REDACTED]	[REDACTED]
Quality	[REDACTED]	[REDACTED]	[REDACTED]

Schedule D

Fees Payable by Amazon*

Fees for Services

Box Truck	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route
Cargo Van	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████ per Planned Route
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* If you are unable for any reason to service all of the Planned Routes to which you commit, you will pay Amazon an amount equal to the aggregate fees that would have been payable to you under this Work Order in respect of each Planned Route that you are unable to service.

Schedule E

Uniform Specifications

Uniform Shirt and Jacket:

To be determined from time to time by Amazon.

Uniform Pants or Shorts:

To be determined from time to time by Amazon.

Uniform Hat:

To be determined from time to time by Amazon.

Schedule F

Vehicle Branding Specifications

Upon a request from Amazon, you agree to make available for branding by Amazon any and all Vehicles that will be used to provide Services under this Work Order. If required by Amazon, such Vehicles must be branded before they are used to provide Services under this Work Order. Unless Amazon agrees otherwise, Vehicles that display Amazon branding will be dedicated exclusively to the Services and will not be used for any other purpose.

Schedule G

Delivery Personnel Criteria

Minimum Delivery Personnel Requirements

All of your delivery Personnel must satisfy the following requirements:

- Must possess valid driver's license of the type required by Law to operate applicable Vehicles and transport applicable Deliverables
- Minimum age: 21
- Minimum six months of verifiable experience in like Vehicle within last three years
- No DUI/DWI within five previous years
- No major preventable collisions within three previous years
- Maximum of two non-serious moving violation convictions or preventable minor collisions or any combinations thereof in a commercial or personal vehicle within previous three years
- No driver's license suspensions within previous three years relative to a moving violation in a commercial or personal vehicle
- Pass a drug and alcohol screening test
- Pass a regulatory agency (DOT) specific physical examination
- Pass an extended road test
- Pass a background verification (described further below)
- Verify competency in critical skill areas for the specific driving position

Background Verification

You will require each applicant to provide a Social Security Number ("SSN") or equivalent unique identifier, and will conduct a SSN search confirming that the supplied SSN is valid and that it correctly identifies the applicant. The SSN search ("SSN Search") must include:

1. An identification of aliases via SSN search results; and
2. A search by all aliases (including those provided by SSN search and those supplied by applicant) when conducting each criminal records search.

You will conduct:

1. a search of the National Criminal Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Criminal Database search;
2. a federal crimes search of all federal districts in which the applicant has lived within the past seven years (as determined by a self-report and the SSN search);

3. a felony and misdemeanor search of all county courts in which the applicant has lived in the past seven years (as determined by a self-report and the SSN Search); provided, that for former addresses located within AL, AK, AR, CO, CT, DE, DC, ID, MD, MN, NE, NJ, NM, NY, NC, ND, OR, RI, SD, UT, WA, and WI only, a “statewide” search is permitted in lieu of a county court search;
4. a search of the U.S. Department of Justice’s National Sex Offender Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Sex Offender Database; and
5. a search of any relevant national governmental restricted or prohibited dealings lists, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

Criminal History Review

Background checks should be adjudicated on a case by case basis using your best judgment to protect Amazon’s and your respective employees, customers, data, and property. The factors listed below can help the decision-making process:

- a) the nature of the job to be performed, including the job’s duties, identification of the job’s essential functions, the circumstances under which the job is performed, and the environment in which the job’s duties are performed;
- b) type of offense(s) or conduct;
- c) facts or circumstances surrounding the offense or conduct;
- d) number of offenses for which the individual was convicted;
- e) age at the time of conviction or release from prison;
- f) evidence that the individual performed the same type of work post-conviction;
- g) length and consistency of employment history before and after the offense or conduct;
- h) rehabilitation efforts;
- i) employment or character references; and
- j) whether the individual is bonded under a federal, state, or local bonding program.

**First Amendment
to Work Order
under the Delivery Provider Terms of Service**

This First Amendment to Work Order (this "First Amendment") is effective as of May 5, 2015, and amends that certain Work Order, dated as of March 16, 2015 (the "Work Order"), by and between Vertical Holdings Unlimited, LLC d/b/a VHU Express ("you") and Amazon Logistics, Inc., a Delaware corporation ("Amazon"). All capitalized terms used and not defined in this First Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the "Terms").

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule D.** Schedule D to the Work Order is hereby deleted in its entirety and replaced with Schedule D attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this First Amendment and the terms of the Work Order, the terms of this First Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this First Amendment.

Amazon Logistics, Inc.

DocuSigned by:
Hany Elkordy
By: _____
22B0D2600C204EE...
Name: Hany Elkordy
Title: Director, AMZL NA
Date Signed: May 11, 2015

Vertical Holdings Unlimited, LLC d/b/a VHU Express

DocuSigned by:
Lisa Bythewood
By: _____
40BE52443FF049D...
Name: Lisa Bythewood
Title: CEO/President
Date Signed: May 8, 2015

[Signature Page to First Amendment to Work Order]



Schedule B

Distribution Points

[REDACTED]

[REDACTED]

[REDACTED]



Schedule D**Fees Payable by Amazon****Part I – Parcel (DCH2 and DCH3)****Fees for Services**

Delivery Fee – 4-hour Planned Route	██████ per Planned Route
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████ per Planned Route
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If you are unable for any reason to service all of the Planned Routes contemplated by this Part I of Schedule D to which you commit, you will pay Amazon an amount equal to the fees that would have been payable to you under this Part I of Schedule D in respect of each such Planned Route that you are unable to service.

Part II – Parcel (DMI1)**Fees for Services**

Box Truck	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route
Cargo Van	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████ per Planned Route
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If you are unable for any reason to service all of the Planned Routes contemplated by this Part II of Schedule D to which you commit, you will pay Amazon an amount equal to the fees that would have been payable to you under this Part II of Schedule D in respect of each such Planned Route that you are unable to service.

**Second Amendment
to Work Order
under the Delivery Provider Terms of Service**

This Second Amendment to Work Order (this "Second Amendment") is effective as of June 8, 2015, and amends that certain Work Order, dated as of March 16, 2015, as amended by the First Amendment to Work Order, dated as of May 5, 2015 (the "Work Order"), by and between Vertical Holdings Unlimited, LLC d/b/a VHU Express ("you") and Amazon Logistics, Inc., a Delaware corporation ("Amazon"). All capitalized terms used and not defined in this Second Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the "Terms").

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule D.** Schedule D to the Work Order is hereby deleted in its entirety and replaced with Schedule D attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Second Amendment and the terms of the Work Order, the terms of this Second Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Second Amendment.

Amazon Logistics, Inc.

DocuSigned by:
Hany Elkordy
By: _____
Name: Hany Elkordy
Title: Director, AMZL NA
Date Signed: June 10, 2015

Vertical Holdings Unlimited, LLC d/b/a VHU Express

DocuSigned by:
Lisa Bythewood
By: _____
Name: Lisa Bythewood
Title: CEO/President
Date Signed: June 9, 2015

[Signature Page to Second Amendment to Work Order]



Schedule B

Distribution Points

[REDACTED]



Schedule D

Fees Payable by Amazon

Part I

Fees for Services

Distribution Point(s): DCH2 and DCH3

Delivery Fee – 4-hour Planned Route	██████ per Planned Route
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████ per Planned Route
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Part IIFees for Services

Distribution Point(s): DMI1

Box Truck	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route
Cargo Van	
Delivery Fee – 6.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████ per Planned Route
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Part III**Fees for Services**

Distribution Point(s): DBO1

Base Route Rate (10.5-hour Planned Route)	██████ per Planned Route
Fuel Allowance	See below.
Dispatcher Fee	██████ per calendar week per Distribution Point
Uniform and Vehicle Brand Promotion Fee	██████ per Planned Route

1. **Base Route Rate.** The Base Route Rate set forth above is the rate payable by Amazon for any 10.5-hour Planned Route that is actually performed by you. If Amazon creates a Planned Route that is expected to take less than 10.5 hours to complete based on Amazon's route planning technology, Amazon will pay you a pro rata portion of the Base Route Rate set forth above in consideration of performing such Planned Route.
2. **Fuel Allowance.** The Base Route Rate will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part III of Schedule D (as applied, the "Fuel Allowance") applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the "Index Price") used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm. Mileage will be based on the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. **Dispatcher Fee.** In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. **Uniform and Vehicle Brand Promotion Fee.** In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule F to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and



insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.



Attachment 1 to Part III of Schedule D

[illegible]

**Third Amendment
to Work Order
under the Delivery Provider Terms of Service**

This Third Amendment to Work Order (this “Third Amendment”) is effective as of July 1, 2015, and amends that certain Work Order, dated as of March 16, 2015, as amended by the First Amendment to Work Order, dated as of May 5, 2015, and the Second Amendment to Work Order, dated as of June 8, 2015 (the “Work Order”), by and between Vertical Holdings Unlimited, LLC d/b/a VHU Express (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

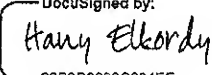
1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule D.** Schedule D to the Work Order is hereby deleted in its entirety and replaced with Schedule D attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Third Amendment and the terms of the Work Order, the terms of this Third Amendment will control.

[Signature Page Follows]

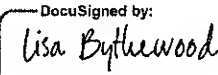


IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Third Amendment.

Amazon Logistics, Inc.

By: 
22B0D2860C204EE
Name: Hany Elkordy
Title: Director, AMZL NA
Date Signed: June 18, 2015

Vertical Holdings Unlimited, LLC d/b/a VHU Express

By: 
4CBE52440FFB49D...
Name: Lisa Bythewood
Title: CEO/President
Date Signed: June 16, 2015

[Signature Page to Third Amendment to Work Order]



Schedule B
Distribution Points

[REDACTED]



Schedule D**Fees Payable by Amazon****Part I****Fees for Services**

Distribution Point(s): DCH2 (Parcel) and DCH3 (Parcel)

Delivery Fee – 4-hour Planned Route	██████████ per Planned Route
Delivery Fee – 6.5-hour Planned Route	██████████ per Planned Route
Delivery Fee – 8.5-hour Planned Route	██████████ per Planned Route
Delivery Fee – 10.5-hour Planned Route	██████████ per Planned Route

Uniform and Vehicle Brand Promotion Fee

All Planned Routes	██████████ per Planned Route
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Part II**Fees for Services (Parcel)**

Distribution Point(s): DBO1

Base Route Rate (10.5-hour Planned Route)	██████ per Planned Route
Fuel Allowance	See below.
Dispatcher Fee	██████ per calendar week per Distribution Point
Uniform and Vehicle Brand Promotion Fee	██████ per Planned Route

Distribution Point(s): DMI1 and DMI2

Base Route Rate (10.5-hour Planned Route)	██████ per Planned Route
Fuel Allowance	See below.
Dispatcher Fee	██████ per calendar week per Distribution Point
Uniform and Vehicle Brand Promotion Fee	██████ per Planned Route

1. **Base Route Rate.** The Base Route Rate set forth above is the rate payable by Amazon for any 10.5-hour Planned Route that is actually performed by you. If Amazon creates a Planned Route that is expected to take less than 10.5 hours to complete based on Amazon's route planning technology, Amazon will pay you a pro rata portion of the Base Route Rate set forth above in consideration of performing such Planned Route.
2. **Fuel Allowance.** The Base Route Rate will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule D (as applied, the "Fuel Allowance") applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the "Index Price") used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm. Mileage will be based on the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. **Dispatcher Fee.** In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average

number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.

4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule F to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.



Attachment 1 to Part II of Schedule D

[illegible]

**Fourth Amendment
to Work Order
under the Delivery Provider Terms of Service**

This Fourth Amendment to Work Order (this "Fourth Amendment") is effective as of August 25, 2015, and amends that certain Work Order, dated as of March 16, 2015, as amended by the First Amendment to Work Order, dated as of May 5, 2015, the Second Amendment to Work Order, dated as of June 8, 2015, and the Third Amendment to Work Order, dated as of July 1, 2015 (the "Work Order"), by and between Vertical Holdings Unlimited, LLC d/b/a VHU Express ("you") and Amazon Logistics, Inc., a Delaware corporation ("Amazon"). All capitalized terms used and not defined in this Fourth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the "Terms").

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule D.** Schedule D to the Work Order is hereby deleted in its entirety and replaced with Schedule D attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fourth Amendment and the terms of the Work Order, the terms of this Fourth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fourth Amendment.

Amazon Logistics, Inc.

By: DocuSigned by: Hany Elkordy
2250B2660C204E...
Name: Hany Elkordy
Title: Director, AMZL NA
Date Signed: August 26, 2015

Vertical Holdings Unlimited, LLC d/b/a VHU Express

By: DocuSigned by: Lisa Bythewood
4CBE52446FF049D...
Name: Lisa Bythewood
Title: CEO/President
Date Signed: August 25, 2015

[Signature Page to Fourth Amendment to Work Order]



Schedule B

Distribution Points

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Schedule D**Fees Payable by Amazon****Fees for Services – Parcel**

Distribution Point	Base Route Rate (10.5-hour Planned Route)	Fuel Allowance	Dispatcher Fee (per calendar week)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)
DBA1		See below.		
DBO1		See below.		
DBO2		See below.		
DDA1		See below.		
DDC1		See below.		
DDC2		See below.		
DEW1		See below.		
DEW2		See below.		
DLA3		See below.		
DLA4		See below.		
DMI1		See below.		
DMI2		See below.		
DPH1		See below.		
DPH2		See below.		
DPX1		See below.		
DSD1		See below.		
DSF3		See below.		
DSF4		See below.		
DSF5		See below.		

1. **Base Route Rate.** The Base Route Rate set forth above is the rate payable by Amazon for any 10.5-hour Planned Route that is actually performed by you. If Amazon creates a Planned Route that is expected to take less than 10.5 hours to complete based on Amazon's route planning technology, Amazon will pay you a pro rata portion of the Base Route Rate set forth above in consideration of performing such Planned Route.
2. **Fuel Allowance.** The Base Route Rate will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Schedule D (as applied, the "Fuel Allowance") applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the "Index Price") used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm. Mileage will be based on the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.



3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule F to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.



Attachment 1 to Schedule D

[illegible]

**Fifth Amendment
to Work Order
under the Delivery Provider Terms of Service**

This Fifth Amendment to Work Order (this "Fifth Amendment") is effective as of October 25, 2015, and amends that certain Work Order, dated as of March 16, 2015, as amended by the First Amendment to Work Order, dated as of May 5, 2015, the Second Amendment to Work Order, dated as of June 8, 2015, the Third Amendment to Work Order, dated as of July 1, 2015, and the Fourth Amendment to Work Order, dated as of August 25, 2015 (the "Work Order"), by and between Vertical Holdings Unlimited, LLC d/b/a VHU Express ("you") and Amazon Logistics, Inc., a Delaware corporation ("Amazon"). All capitalized terms used and not defined in this Fifth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the "Terms").

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule D.** Schedule D to the Work Order is hereby deleted in its entirety and replaced with Schedule D attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fifth Amendment and the terms of the Work Order, the terms of this Fifth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fifth Amendment.

Amazon Logistics, Inc.

DocuSigned by:
By: Hany Elkordy
22B0B2600C204EE...
Name: Hany Elkordy
Title: Director, AMZL NA
Date Signed: October 30, 2015

Vertical Holdings Unlimited, LLC d/b/a VHU Express

DocuSigned by:
By: Lisa Bythewood
4CB52440FF849D...
Name: Lisa Bythewood
Title: CEO/President
Date Signed: October 28, 2015

[Signature Page to Fifth Amendment to Work Order]



Schedule B

Distribution Points

[REDACTED]



Schedule D**Fees Payable by Amazon****Fees for Services – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DBO1 and DBO2	5.5 hours				See below.
	6.5 hours				
	7.5 hours				
	8.5 hours				
	9.5 hours				
	10.5 hours				
DMI1 and DMI2	5.5 hours				See below.
	6.5 hours				
	7.5 hours				
	8.5 hours				
	9.5 hours				
	10.5 hours				

1. **Base Route Rate.** The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. **Fuel Allowance.** The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Schedule D (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm. Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. **Dispatcher Fee.** In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. **Uniform and Vehicle Brand Promotion Fee.** In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time, and (b) all of your

Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule F to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.

5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point, unexpected traffic delays and other on-road issues, and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate of (a) [REDACTED]

